

RG 104, 8NS-104-94-077
Box 2

8NS-104-94-077, Miscellaneous
Correspondence & Memos, 1897-1994

Handman - Ranton Fire Knobs, 10, 1 new floors 1 05/12/05

Compared by AMP & KTB
AMP Copy.

PROPOSAL FOR TAKING UP OLD FLOORS AND LAYING NEW FLOORS IN
THE COINING ROOM AND MELTING ROOM, U.S.MINT BUILDING, DENVER,
COLORADO.

Denver, Colo., April 20, 1905.

Supervising Architect,

Treasury Department, Washington, D.C.

Sir:

We hereby propose to take up the present cement floors in the Coining room and Melting room of the United States Mint Building, in this city, and put down new floors in strict accordance with the specification and instructions of the Government's representative, and guarantee the floors free from cracks for three years, for the sum of

Twelve hundred and Fifty Dollars. (\$1250.00)

Kind of cement to be used Iola Portland or Ideal Portland

Time to Complete (20) twenty days

Amount of certified check Twenty-five dollars (\$25.00)

Signature The Hinchman-Renton Fire Proofing Co
J.B.Hinchman pres.
Address 1815 Arapahoe st.,
Denver, Colo.

S P JAW L

Treasury Department
Office of the Secretary
Washington, April 26, 1905.

The Hinchman-Renton Fire Proofing Company,
1815 Arapahoe street,
Denver, Colorado.

Sirs:

In view of the public exigency which requires the immediate performance of the work, and Department approval, your proposal of the 20th instant, submitted to the Supervising Architect by the Custodian of the New Mint at Denver, Colorado, in his letter of the 22d instant, and being deemed the better of the two bids for the reason that you agree to perform the work in accordance with the specifications, is hereby accepted in the sum of twelve hundred and fifty dollars (\$1,250.) for relaying cement floors in the Melting and Coining Rooms at the building named, in strict

accordance with the specifications upon which your proposal was based and such instructions as may be given to you by the Custodian or other representative of the Government detailed to examine and report upon the work.

It is to be understood and agreed that this acceptance is to be based upon the following conditions:

That you are to execute a formal contract, with bond in the sum of one thousand dollars (\$1,000.), guaranteeing the faithful performance of the work embraced in this acceptance, a form for which will be forwarded. This contract, with bond, must be executed in strict accordance with the rules printed at the head of such form, and be returned to the Supervising Architect of this Department at once;

That said contract and bond will also guarantee the floors and expansion joints to be free from cracks for a period of three years from the completion of the work and payment therefor;

That the work is to be completed within twenty days from the date of approval of said contract and bond, of which you will be advised by wire;

That the brand of cement used in the work shall meet with the approval of the Supervising Architect of this Department before being applied, and in order that delay may be avoided, it is requested that samples of both the "Iola" and "Ideal" Portland cements, as stated in your proposal, be submitted by you to the Supervising Architect for approval; said samples to contain a sufficient quantity of the cement to enable satisfactory tests to be made, and in forwarding the samples you should accompany the same by a letter of transmittal, giving the name of the brand proposed to be used by you in connection with the work;

That either hot asphalt or "gilsonite" will be allowed for use in filling the expansion joints in accordance with the specifications, you to specify which you will use, it being understood that such joints are to be embraced in the guarantee to be given by you as being free from cracks for a period of three years;

That upon satisfactory completion of the work and acceptance by the Department, payment therefor will be made from the appropriation for "Repairs and Preservation of Public Buildings, 1905."

Acknowledge the receipt of this letter.

Respectfully,

H.A.TAYLOR,

Acting Secretary.

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INSTRUCTIONS TO BE FOLLOWED IN EXECUTING THE FOLLOWING INSTRUMENTS.

1. The CHRISTIAN NAMES (one or more) must be written in full in the body of the bond.

When the contracting party is a PARTNERSHIP concern, the CONTRACT must be signed with the FIRM NAME, without seal, and the BOND must be signed and sealed by EACH member of the firm. When the contracting party is a CORPORATION, the contract and bond must be signed in the CORPORATE NAME by the duly authorized officer of the corporation; there must be attached to the contract duly authenticated evidence that the officer executing the contract and bond has authority to do so, and that he has been duly elected to such office, and the corporate seal must be affixed to both the contract and bond. In the event that the corporation has no corporate seal, the fact should be shown; and in such case a seal of wax or wafer should be adopted and used for the time being as the seal of the corporation.

2. The bond must be dated; and the bond must be of the same (or subsequent) date as the contract.

3. Each signature must be made in the presence of two persons, who must sign their names as witnesses.

4. There must not be less than two individual sureties; but one corporate surety, duly qualified under the Act of Congress of August 13, 1894, may be accepted as sole surety.

5. Seals of wax or wafer must be attached to the signatures on the bond of the principal and sureties. No seals are required to signatures on contract, except corporate seals.

6. A married woman will not be accepted as surety.

7. The sureties must justify in amounts the aggregate of which will be equal to at least twice the penalty of the bond.

This rule applies to corporate as well as individual sureties; and corporate sureties will also be required to attach to each bond a copy of the last statement of their assets and liabilities, as rendered pursuant to section 4 of the Act of Congress of August 13, 1894.

8. Each surety must make and sign an affidavit of the amount he is worth over and above all debts and liabilities, and such exemptions as may be allowed by law.

9. Sureties, other than corporate sureties, must state under oath that they are not responsible as sureties on any other bond; or, if so liable, the amount of such liability.

10. The affidavits of sureties must be taken and subscribed before an officer authorized to administer oaths generally, who must certify that he administered the oaths. If the affidavits are taken before a clerk of a court of record, a United States commissioner, or a notary public, whose official seal is thereto affixed, or before a judge of a United States court, authority to administer the oaths need not be shown; but if taken before any other officer, or if the official seal of the clerk, United States commissioner, or notary, is not affixed, the authority to administer the oaths and the official character of the officer must be duly certified.

11. A judge or clerk of a court of record, a United States attorney, or a United States commissioner, must certify that the sureties are sufficient to pay the penalty of the bond; and, except in the case of a judge of the United States courts or a United States attorney, if the person certifying has no seal, his official character must be duly certified. The foregoing does not apply to corporate sureties who have complied with rule 7 hereof.

12. The residence of principal and sureties must be distinctly stated.

13. All erasures and interlineations in contract or bond must be noted above the signatures of the witnesses as having been made before the execution thereof.

CONTRACT

BETWEEN THE

UNITED STATES OF AMERICA

AND

The Hinchman-Renton Fire Proofing Co.

Whereas, By advertisement, duly made and published according to law, proposals were asked for furnishing all of the labor and materials for the work herein provided for; and

Whereas, The proposal of The Hinchman-Renton Fire Proofing Co. furnished in response thereto, was duly accepted, as hereinafter stated, on condition that it execute a contract in accordance with the terms of said bid.

Now, therefore, this agreement, made and entered into by and between L.M. SHAW, Secretary of the Treasury, for and in behalf of the United States of America, of the first part, and The Hinchman-Renton Fire Proofing Co., a corporation organized under the laws of the State of Colorado, and having executive offices in Denver, Colo., of the second part,

Witnesseth: That the party of the second part for the consideration hereinafter mentioned, covenants and agrees to and with the party of the first part to furnish all of the labor and materials and do and perform all the work required for new cement floors in the melting and coining rooms of the New Mint at Denver, Colo.,

1 in strict and full accordance with the requirements of ~~drawings numbered~~

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5 ~~and such other~~ detail drawings as may be furnished to the party of the second part by the Supervising Architect of the United States
6 Treasury Department ; ~~the advertisement for proposals, dated~~ ; the specification for the work ;
7 the proposal dated **April 20, 1905** , addressed to the said Supervising Architect by the said party of the
8 second part ; and letter dated **April 28, 1905** , addressed to the said party of the second part by
9 **H.A.Taylor, Acting** ~~Assistant~~ Secretary of the Treasury, accepting said proposal ;

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16 a true and correct copy of each of which said papers is attached hereto and forms a part of this contract ; ~~and which said numbered~~
17 ~~drawings, bearing the signature of the said Supervising Architect and the signature of the said party of the second part, are on file in~~
18 ~~the Office of the Supervising Architect of the United States Treasury Department, and are hereby made part of this contract.~~

19 And the said party of the second part further covenants and agrees that the work herein agreed to be performed shall be
20 commenced promptly upon receipt of notice of the approval of the bond hereto attached, and that the same shall be carried on in such
21 order and at such times and seasons, and with such force as shall from time to time be directed or prescribed by the Supervising
22 Architect or his representative, and that the same shall be completed in all its parts within
23 **twenty days**

24 from the date of the approval of said bond hereto attached ; that all materials used shall be of the very best quality of their respective
25 kinds ; that all the work performed shall be executed in the most skilled and workmanlike manner, and that both the materials
26 used and the work performed shall be in every respect to the entire and complete satisfaction of the Supervising Architect.

27 And the said party of the second part expressly covenants and agrees that the bond hereto attached shall be security, also, for the
28 satisfactory performance and fulfillment of all the guarantees set forth in or required by said specification. **and said letter of**
29 **acceptance.**

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44 It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of
45 the contract on the part of the party of the second part, and in the event that the said party of the second part shall fail in the due
46 performance of the entire work to be performed under this contract, by and at the time herein mentioned or referred to, the said party
47 of the second part shall pay unto the party of the first part, as and for liquidated damages, and not as a penalty, the sum of
48 **ten** dollars, for each and every day the said party of the second part shall be in default, which said
49 sum of **ten** dollars per day, in view of the difficulty of estimating such damages with exactness, is
50 hereby expressly fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the

1 first part by reason of such default, and it is understood and agreed by the parties to this contract that the liquidated damages
2 hereinbefore mentioned are in lieu of the actual damages arising from such breach of this contract; which said sum the said party of the
3 first part shall have the right to deduct from any moneys in its hands otherwise due, or to become due, to the said party of the second
4 part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated
5 or provided for.

6 The party of the second part further covenants and agrees to hold and save the United States, its officers, agents, servants, and
7 employees, harmless from and against all and every demand, or demands, of any nature or kind, for, or on account of, the use of any
8 patented invention, article, or appliance, included in the materials hereby agreed to be furnished under this contract.

9 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will, without expense
10 to the United States, comply with all the municipal building ordinances and regulations, in so far as the same are binding upon the
11 United States, and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur
12 in connection with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not
13 particularly shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly
14 shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be
15 subject to the approval of the said Supervising Architect; and that said party of the second part shall be responsible for the proper care
16 and protection of all materials delivered and work performed by said party of the second part until the completion and final acceptance
17 of same.

18 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will make any
19 omissions from, additions to, or changes in, the work or materials herein provided for whenever required by said party of the first
20 part; the valuation of such work and materials to be determined on the basis of the contract unit of value of material and work
21 referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be
22 determined by the said Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no
23 claim for damages, on account of such changes or for anticipated profits, shall be made or allowed.

24 It is further covenanted and agreed that no claim for compensation for any extra materials or work is to be made or allowed,
25 unless the same be specifically agreed upon in writing or directed in writing by the party of the first part; and that no addition to,
26 omission from, or changes in the work or materials herein specifically provided for shall make void or affect the other provisions or
27 covenants of this contract, but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the
28 amount of the contract; and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, or
29 changes in the work or materials herein specifically provided for shall be construed to extend the time fixed herein for the final
30 completion of the work.

31 It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this
32 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors
33 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;
34 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by
35 and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time
36 to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the
37 event of the failure of the party of the second part immediately to proceed and faithfully continue so to do, said party of the first part
38 may have the same done and charge the cost thereof to the account of said party of the second part.

39 It is further covenanted and agreed by and between the parties hereto that until final inspection and acceptance of, and payment
40 for, all of the material and work herein provided for, no prior inspection, payment, or act is to be construed as a waiver of the right of
41 the party of the first part to reject any defective work or material or to require the fulfillment of any of the terms of the contract.

42 It is further covenanted and agreed that the party of the first part shall have the right to require that any particular portion of
43 the work herein provided for shall be completed within such time as may be hereafter definitely specified by the said party of the first
44 part in written notice to the said party of the second part; and that should the said party of the second part fail to complete such

particular portion of the work within the time so specified, or fail to complete the entire work contemplated by this contract within the time or times herein stipulated or provided for; or fail to prosecute said work with such diligence as in the judgment of the party of the first part will insure the completion of the said work within the time hereinbefore provided, the said party of the first part may withhold all payments for work in place until final completion and acceptance of same, and is authorized and empowered, after eight days' due notice thereof in writing, served personally upon or left at the shop, office, or usual place of abode, or with the agent, of the said party of the second part, and the said party of the second part having failed to take such action within the said eight days as will, in the judgment of the said party of the first part, remedy the default for which said notice was given, to take possession of the said work in whole or in part and of all machinery and tools employed thereon and all materials belonging to the said party of the second part delivered on the site, and, at the expense of said party of the second part, to complete or have completed the said work, and to supply or have supplied the labor, materials, and tools, of whatever character necessary to be purchased or supplied by reason of the default of the said party of the second part; in which event the said party of the second part shall be further liable for any damage incurred through such default and any and all other breaches of this contract.

It is further covenanted and agreed that the said party of the first part shall have the right of suspending the whole or any part of the work herein contracted to be done, whenever, in the opinion of the Supervising Architect, it may be necessary for the purposes or advantage of the work, and upon such occasion or occasions the said party of the second part shall, without expense to the United States, properly cover over, secure, and protect such of the work as may be liable to sustain injury from the weather, or otherwise; provided that for all such suspensions and other delays caused by the said party of the first part the party of the second part shall be allowed one day additional to the time herein stated, for each and every day of such delay so caused, in the completion of the contract, the same to be ascertained by the Supervising Architect; provided, that no claim shall be made or allowed to the said party of the second part for any damages which may arise out of any delay caused by the said party of the first part.

And the said party of the first part, acting for and in behalf of the United States, covenants and agrees to pay, or cause to be paid, unto the said party of the second part, or to the heirs, executors, administrators, or successors of the said party of the second part, in lawful money of the United States, in consideration of the herein-recited covenants and agreements made by the party of the second part, the sum of **one thousand two hundred fifty (1,250.) dollars, upon**

The Simmons-Boardman Fire Proofing Co. INC.
By: J. B. Boardman
President (REAL)

G. V. Simmons
Harbert J. Willard

1 ~~And the party of the first part covenants and agrees that payments will be made in the following manner, viz: ninety per cent~~
2 ~~of the value of the work executed and actually in place, to the satisfaction of the party of the first part, will be paid from time to time~~
3 ~~as the work progresses (the said value to be ascertained by the party of the first part), and ten per cent thereof will be retained until~~
4 ~~the completion of the entire work, and the approval and acceptance of the same by the party of the first part, which amount shall be~~
5 ~~forfeited by said party of the second part in the event of the nonfulfillment of this contract; it being expressly covenanted and agreed~~
6 ~~that said forfeiture shall not relieve the party of the second part from liability to the party of the first part for any and all damages~~
7 ~~sustained by reason of any breach of this contract; provided, however, that no payment hereunder shall be due to the said party of the~~
8 ~~second part until every part of the work to the point of advancement reached—on account of which payment is claimed—shall be found~~
9 ~~to be satisfactorily supplied and executed in every particular and any and all defects therein remedied to the entire satisfaction of the~~
10 ~~said party of the first part.~~

or Delegate to,

11 It is an express condition of this contract that no Member of Congress, or other person whose name is not at this time disclosed,
12 shall be admitted to any share in this contract, or to any benefit to arise therefrom; and it is further covenanted and agreed that this
13 contract shall not be assigned.

14 In witness whereof, The parties hereto have hereunto subscribed their names this
15 29th day of April A.D. 1905.

16 The erasures in lines 6, page 1; 1,5,6,9,16,17,18,page 2, and 1,2 and 3,
17 page 5; and the interlineation in line 11, page 5, were made before the
18 execution hereof.
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All erasures, alterations, and interlineations to be noted here before execution.

We hereby certify that this contract and bond have been correctly prepared and compared:

Jas.A.Wetmore

Chief of the Law and Records Division.

L.M.SHAW

Secretary of the Treasury.

CEK JKT T

Chief of the Inspection, Material & Repairs Division.

Witnesses to the signature of the Contractor:

E.W.Hinchman

Herbert J.Willard

The Hinchman-Renton Fire Proofing Co. SEAL

By: J.B.Hinchman

President (SEAL)

Contractor.

Place Corporate Seal here.

NOTE.—Read rules carefully before executing.

BOND.

Know all men by these presents, That we, **The Hinchman-Renton Fire Proofing Co., a corporation organized under the laws of the State of Colorado and having executive offices in** _____
of the City of **Denver** _____, County of _____, and
State of **Colo** _____, principal, and
NATIONAL SURETY COMPANY OF NEW YORK
of the City of **New York** _____, County of **Kings County** _____, and
State of **New York** _____, and
of the City of _____, County of _____, and
State of _____, are held and firmly bound unto the United States of America in
the sum of **one thousand dollars (\$1,000.)**, _____ lawful
money of the United States, for the payment of which, well and truly to be made to the United States, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. _____
Sealed with our seals and dated this Second day of May, A.D. 1905. _____
The condition of the above obligation is such, That whereas the said **The Hinchman-Renton Fire Proofing**
Co. _____ **has** entered into a certain contract, hereto attached, with
L.M.SHAW, _____ Secretary of the Treasury, acting for and in behalf of the United States,
bearing date the **29th day of April, A.D. 1905:** _____ Now, if the said **The Hinchman-Renton**
Fire Proofing Co. _____
shall well and truly fulfill all the covenants and conditions of said contract, and shall perform all the undertakings therein stipulated by
it to be performed, and shall well and truly comply with and fulfill the conditions of, and perform all of the work and furnish all
the labor and materials required by, any and all changes in, or additions to, or omissions from, said contract which may hereafter be made,
and shall perform all the undertakings stipulated by **it** to be performed in any and all such changes in, or additions
thereto, notice thereof to the said surety being hereby waived, and shall promptly make payment to all persons supplying
it labor or materials in the prosecution of the work contemplated by said contract, then this obligation to be void; otherwise,
to remain in full force and virtue. _____
In testimony whereof, The said **The Hinchman-Renton Fire Proofing Co.** _____

_____, principal, and _____

National Surety Company of New York _____
and _____, surety,
have hereunto subscribed their hands and affixed their seals the day first above written.

Signed, sealed, and delivered in presence of—

E.W.Hinchman)
Denver Colorado)
Herbert J.Willard)
Canon City Col.)

The Hinchman-Renton Fire Proofing Co.
(SEAL)
By-J.B.Hinchman President

C.H.Toucray
Denver, Colorado.
Frances B.Hartzell
Denver, Colorado.

National Surety Company SEAL
By- Ralph W.Smith
Attorney-in-Fact.

NOTE.—Read rules carefully before executing.

April 29, 1905

CERTIFIED COPY.

No. 1834 A.

CONTRACT OF

The Hinchman-Renton Fire Proofing Co.,

of Denver, Colo.,

For New cement floors,

For U.S. Mint (New),

At Denver, Colo.,

Dated April 29, 1905

Amount, \$ 1,250.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

May 10, 1905

Respectfully referred to the Solicitor of the Treasury for examination and indorsement.

C. E. Kemper
Chief Executive Officer.

JAW

CSJ Department of Justice,

OFFICE OF THE SOLICITOR OF THE TREASURY.

May 10, 1905

I have examined the within instruments as to form and execution, and in these respects they are approved.

F. A. REEVE

Acting

~~XXXXXX~~ Solicitor of the Treasury.

Treasury Department,

OFFICE OF THE SECRETARY.

May 11, 1905

The within bond is hereby approved.

JAW GSK JKT H. A. Taylor
Acting Secretary.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

May 12, 1905

I hereby certify that the within papers are true and correct copies of the originals on file in this Department.

Chief Executive Officer.

WJF

Hundman - Ranton Five Fueling Co. ; new floors ; 05/12/05

